



201 Third Street
P.O. Box 24
Henderson, KY 42419-0024
270-827-2561
www.bigrivers.com

May 20, 2011

Mr. Sanford Novick
Kenergy Corp.
6402 Corydon Road
P.O. Box 18
Henderson, KY 42419-0018

RECEIVED

MAY 31 2011

PUBLIC SERVICE
COMMISSION

Re: Retail Electric Service Agreement
Aleris Rolled Products, Inc.

Dear Sandy:

This letter agreement ("Letter Agreement") will evidence Big Rivers' concurrence with the terms of Kenergy's electric service agreement with Aleris Rolled Products, Inc. (the "Retail Customer") for its Lewisport mill dated as of May 13, 2011, a copy of which is attached hereto as Exhibit 1 (the "Retail Agreement"), and the agreement between Big Rivers and Kenergy with respect thereto.

(1) **Existing Agreement and Tariffs.** The terms and conditions of the June 11, 1962, wholesale power agreement, as amended, and Big Rivers' filed tariffs shall continue in full force and effect except as expressly modified by this Letter Agreement.

(2) **Additional Rights and Obligations of Big Rivers.** Big Rivers shall make available to Kenergy the electric power required during the term of the Retail Agreement to perform the power supply obligations assumed by Kenergy in the Retail Agreement and Big Rivers shall have the benefit of Retail Customer's covenants in such agreement. Big Rivers will supply the facilities required to deliver power to the Delivery Point, as defined in the Retail Agreement, and to meter electrical usage by Retail Customer.

(3) **Obligations of Kenergy.** Kenergy shall take and pay for electric power and energy delivered by Big Rivers in accordance with the Big Rivers Large Industrial Customer Rate (Rate Schedule 7) or the Big Rivers Large Industrial Customer Expansion Rate (Rate Schedule 10), as defined in the Big Rivers Tariff on file with the Public Service Commission of Kentucky and as applicable, with demand and energy being measured in accordance with the Retail Agreement. Kenergy will promptly forward to Big Rivers a copy of any notices received by Kenergy from the Retail Customer under the terms of the Retail Agreement.

(4) **Obligation of Kenergy for Minimum Billing Demand Charge and Facilities Charges.** Kenergy agrees to bill Retail Customer for any minimum billing demand charges in excess of measured demand, and to pay over to Big Rivers all funds actually collected under such billings, including any Termination Charge (as that term is defined in the Retail Agreement) and other charges respecting the Big Rivers facilities as contemplated in Section 2.08 of the Retail Agreement. The terms of this paragraph do not affect the obligation of Kenergy to pay Big Rivers in accordance with Big Rivers' tariff as and when billed for the *Bunt Kirtley* es for

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH

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electric power and energy actually consumed by Retail Customer.

(5) **Division of Any Partial Payments.** Kenergy will pay to Big Rivers a pro rata share of any partial payment made to Kenergy by or on behalf of Retail Customer.

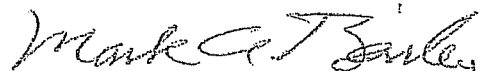
(6) **Effective Date.** This Letter Agreement will become effective upon approval or acceptance of both the Letter Agreement and the Retail Agreement by the Public Service Commission of Kentucky, and when this Letter Agreement has received all approvals from the Rural Utilities Service required by Big Rivers' credit agreements.

(7) **Entire Agreement and Amendment.** This Letter Agreement represents the entire agreement of the parties on the subject matter herein, and cannot be amended except in writing, duly authorized and signed by Big Rivers and Kenergy. The Retail Agreement cannot be amended without the written approval of Big Rivers. Big Rivers shall have the right to approve the terms and issuer(s) of the letter(s) of credit contemplated by the Retail Agreement to secure the obligations of the Retail Customer for termination charges.

If this Letter Agreement is acceptable to Kenergy, please indicate that acceptance by signing in the space provided and returning five copies to us.

Sincerely yours,

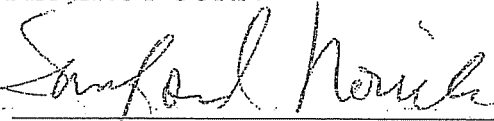
BIG RIVERS ELECTRIC CORPORATION



Mark A. Bailey
President/CEO

ACCEPTED:

KENERGY CORP.



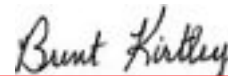
Sanford Novick
President/CEO

Date: May 19, 2011

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

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